



City of Alameda
2263 Santa Clara Avenue, Room 190
Alameda, CA 94501
(510) 747-6800

Submit in Duplicate

MARSH CRUST PERMIT APPLICATION

SERVICE NUMBER _____

DATE _____ 20____

Application is hereby made to occupy or perform work in the public right-of-way on the _____ side of
_____ Ave./
_____ St. _____ feet
Of _____

House
No. _____ Owner _____
For the purpose of _____

Name of
Applicant _____ Address _____ City/State _____
Contractor's _____ City Business _____ Phone _____
License No. _____ License No. _____ Number _____

INDICATE LOCATION BELOW OR ATTACH SEPARATE SHEET SHOWING LOCATION

PLEASE NOTE THE FOLLOWING:

1. Urban runoff program requires that no contaminants, including dirt, enter the storm drain system. Contractor is required to protect inlets. **Failure to comply is subject to \$200/day fine.**
2. 48 hour advance notice is required for inspection. Contact: Engineering Division, Construction Inspection office at 749-5840. Required Inspections: Trenching, backfill, concrete, traffic/pedestrian detours, urban runoff, final inspection. **Failure to obtain inspection prior to work may result in rejection of said work.**
3. All striping, painted graphics and pavement markers damaged or destroyed by street excavation work must be restored by the permittee.
4. All construction within the Public Right-of-Way must have barricades with flashers for night time protection.
5. All work involved is to be done in accordance with standard City of Alameda specifications and City of Alameda practices, all to the satisfaction of the City Engineer. Standard details are attached. Inspection charges shall be paid to the City monthly.
6. Processing time for routine permits is 5 days. Permits requiring extensive research may require up to 15 days.
7. **FAILURE TO OBTAIN INSPECTIONS PRIOR TO COMPLETION OF WORK IS SUBJECT TO ADDITIONAL INSPECTION COSTS AT A RATE OF \$32.70 PER HOUR.**

Acceptance of this permit constitutes acceptance of the conditions included.

Date _____
APPLICANT SIGNATURE

SPECIAL CONDITIONS

- ☐ NO OPEN TRENCH CUTTING
☐ STATE PERMIT REQUIRED
☐ ADDITIONAL SETS OF PLANS AND SPECIFICATIONS TO THE ENGINEERING DIVISION PRIOR TO CONSTRUCTION
_____ OF SETS
☐ OTHER _____

=====

RECEIVED DATE _____ SIGNED _____ PERMIT NO. _____
APPROVED DATE _____ SIGNED _____
ISSUED DATE _____ SIGNED _____

INDEMNITY AND HOLD HARMLESS
AGREEMENT

whose address is _____
(hereinafter "Indemnitor") in consideration of _____

agrees to the following terms and condition:

Indemnitor shall defend, indemnify, and hold harmless City, its City Council, Boards and Commissions, officers and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees, regardless of the merit of outcome of any such claim or suit arising from or in any manner connected to the services or work conducted or performed pursuant to this Agreement.

Indemnitor shall defend, indemnify, and hold harmless City, its City Council, Boards and Commissions, officers and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees, accruing or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, equipment or supplies arising from or in any manner connected to the services or work conducted or performed pursuant to this Agreement.

By the signature below, Indemnitor agrees that it has read this Indemnity and Hold harmless Agreement and accepts and agrees to each and every term and condition herein.

INDEMNITOR:

BY: _____

DATED: _____

CERTIFICATION
EXCAVATION INTO MARSH CRUST/SUBTIDAL ZONE
AT THE FORMER NAVAL AIR STATION ALAMEDA
AND
FLEET INDUSTRIAL SUPPLY CENTER,
ALAMEDA ANNEX AND FACILITY

As required by Alameda Municipal Code sub-section 13-56.6, the undersigned acknowledges the following:

1. The property to be excavated may be in the area of the marsh crust/subtidal zone. Hazardous materials may be encountered during excavation.
2. Federal and state hazardous materials laws and regulations will apply to storage, transportation, and disposal of any hazardous materials excavated from the marsh crust/subtidal zone.
3. The undersigned will be liable for disturbing and removing all materials from the marsh crust/subtidal zone pursuant to any special, handling requirements, materials, and best management practices and in accordance with the requirements of Alameda Municipal Code section 13-56 and the permit for excavation.

The undersigned acknowledges that he or she has read and understands these provisions.

Permit Number: _____

Date: _____

Signature

Building Official
City of Alameda

Printed Name

ALAMEDA POINT
INDEMNITY AND HOLD HARMLESS AGREEMENT

whose address is _____

(hereinafter "Indemnitor") in consideration of _____

agrees to the following terms and conditions:

Indemnitor shall defend, indemnify and hold harmless United States Department of the Navy, the Alameda Reuse and Redevelopment Authority, the Community Improvement Commission, the City, its City Council, Boards and Commissions, officers and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees, regardless of the merit of outcome of any such claim or suit arising from or in any manner connected to the services or work conducted or performed pursuant to this Agreement.

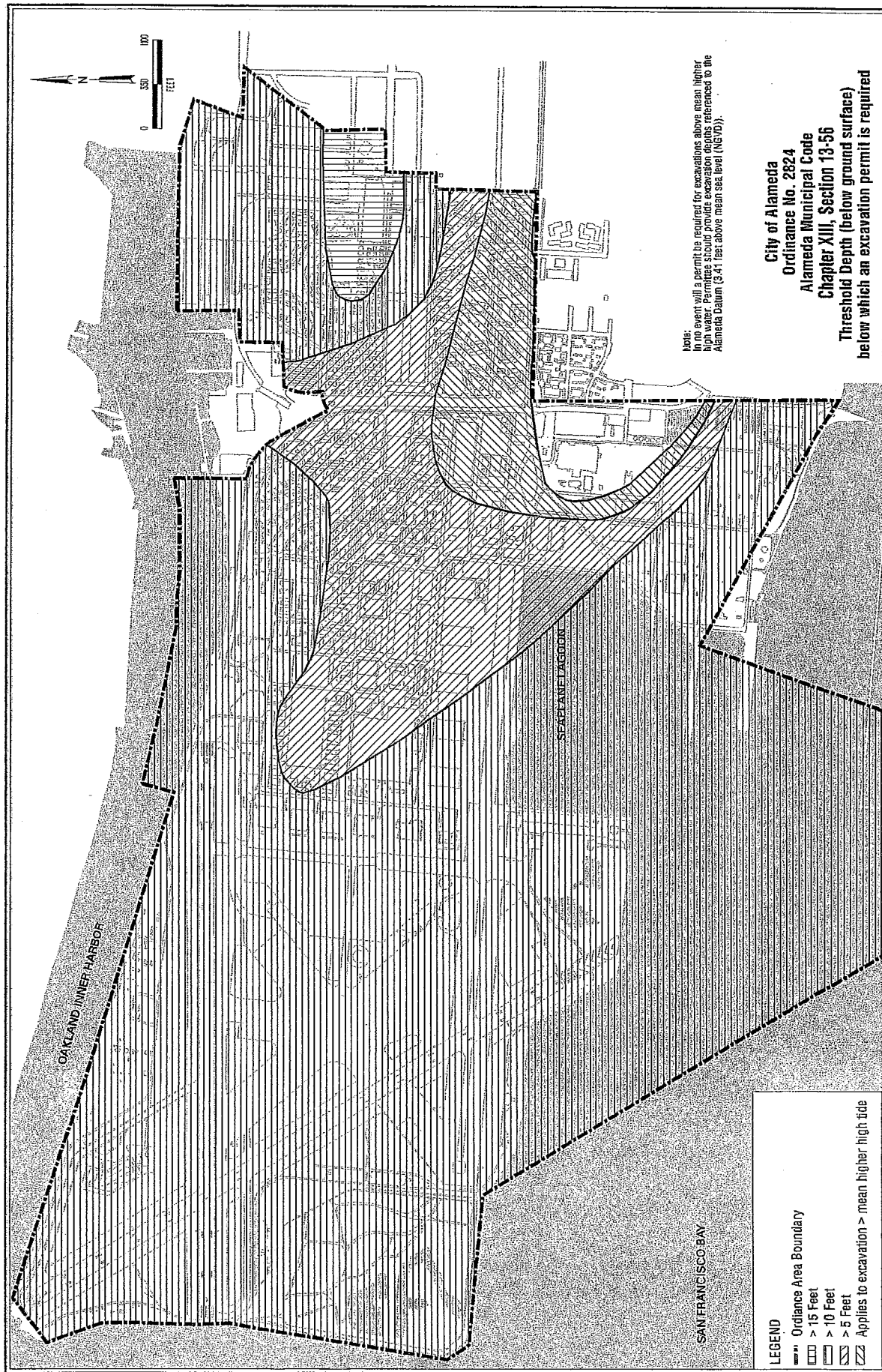
Indemnitor shall defend, indemnify and hold harmless United States Department of the Navy, the Alameda Reuse and Redevelopment Authority, the Community Improvement Commission, the City, its City Council, Boards and Commissions, officers and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees, accruing or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, equipment or supplies arising from or in any manner connected to the services or work conducted or performed pursuant to this Agreement.

By the signature below, Indemnitor agrees that it has read this Indemnity and Hold Harmless Agreement and accepts and agrees to each and every term and condition herein.

INDEMNITOR:

BY: _____

DATED: _____



LEGEND

- Ordinance Area Boundary
- > 15 Feet
- > 10 Feet
- > 5 Feet
- Applies to excavation > mean higher high tide

City of Alameda
Ordinance No. 2824
Alameda Municipal Code
Chapter XIII, Section 13-56
Threshold Depth (below ground surface)
below which an excavation permit is required

Note:
In no event will a permit be required for excavations above mean higher high tide. Permittee should provide excavation depths referenced to the Alameda Datum (3.41 feet above mean sea level (NGVD)).

Applicant Notice - Right of Way Permits

In the past two years, the City has experienced a dramatic increase in the number of companies seeking permits to install telecommunications-related facilities in the rights-of-way, resulting in a proliferation of street cuts and the installation of associated equipment, which, among other things, have had an adverse impact on the life and quality of the rights-of-way within the City.

As a result, the City is currently re-evaluating its current right-of-way management policies, and is in the process of preparing a revised, comprehensive ordinance that will establish and/or reinforce policies and procedures designed to enable the City to more effectively manage and control its rights-of-ways.

The City does not wish to hold-up new permit applications during this process, thus, the City has decided not to issue a blanket moratorium on new street-cut permits at this time. However, effective immediately, each new street cut permit issued shall be contain the following condition:

By accepting this permit, the holder warrants and agrees that it shall comply with each and every provision of the right-of-way management ordinance that the City is currently preparing. The permit-holder further acknowledges and agrees that compliance with the provisions of the future right-of-way management ordinance is a condition to the continued effectiveness of the permit. Nothing herein is intended to prevent the permit-holder from claiming that a particular provision of the ordinance is prohibited by applicable law, provided that by accepting this permit, the permit-holder agrees that in the event that it raises such a claim, it will nevertheless comply with the subject ordinance provision unless and until permit-holder has been released from the obligation to comply by the City or by a court of competent jurisdiction.

This condition shall be attached to and become a part of each new street-cut permit issued by the City, with the exception of permits for maintenance and/or repair requested by our existing franchised cable providers and the other utilities maintaining or repairing their existing facilities.

I have read the above and acknowledge the condition to the Permit No. _____

Company: _____

Authorized Agent:

Print Name

Signature

Date